

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF VIRGINIA  
Alexandria Division

LI WENTAO,

Plaintiff,

v.

JEFF Z. XU, et al.,

Defendants.

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Case No. 1:20-cv-000241

**DEFENDANT JEFF Z. XU'S AMENDED ANSWER**

COMES NOW Defendant Jeff Z. Xu ("Xu"), by counsel, and for his Amended Answer, states as follows:

**Parties, Jurisdiction, and Venue**

1. Xu is without sufficient information to admit or deny Paragraph 1 of the Complaint, therefore, it is denied.

2. Paragraph 2 of the Complaint is admitted.

3. Paragraph 3 of the Complaint is admitted.

4. Xu does not dispute the jurisdiction of this Court.

5. Xu does not dispute that this Court is a proper venue.

**Facts**

6. Paragraph 6 of the Complaint is denied.

7. Paragraph 7 of the Complaint is admitted.

8. Paragraph 8 of the Complaint is denied.

9. Paragraph 9 of the Complaint is denied.

10. Paragraph 10 of the Complaint if denied as phased.

11. Paragraph 11 of the Complaint is denied.

12. Xu admits that business cards were sent to the Plaintiff as attached in Exhibit 3.

The remainder of Paragraph 12 of the Complaint is denied.

13. Paragraph 13 of the Complaint is denied.

14. Paragraph 14 of the Complaint is denied.

15. Paragraph 15 of the Complaint is denied.

16. Defendants admit that goods were received in 2019, the remainder of Paragraph 16 of the Complaint is denied.

17. Paragraph 17 of the Complaint is denied, as the card attached as Exhibit 6 only identifies Plaintiff as Chairman.

18. Paragraph 18 of the Complaint is denied.

19. Paragraph 19 of the Complaint is denied as phased.

20. Paragraph 20 of the Complaint is denied as phased.

21. Xu admits that he told Li that Li was not an owner or director of Aston Technologies, Inc.; the remainder of Paragraph 21 of the Complaint is denied.

22. Paragraph 22 of the Complaint is denied as phased.

23. Paragraph 23 of the Complaint is denied.

24. Xu admits that no payments have been made to Plaintiff.

25. Paragraph 25 of the Complaint does not require a response, to the extent a response is required, Paragraph 25 of the Complaint is denied.

26. Paragraph 26 of the Complaint is denied.

27. Paragraph 27 of the Complaint is denied.

**COUNT I – ACTUAL AND CONSTRUCTIVE FRAUD**

- 28. Xu incorporates his responses to Paragraphs 1-27 herein by reference.
- 28. (sic). The second Paragraph 28 of the Complaint is denied.
- 29. Paragraph 29 of the Complaint is denied.
- 30. Paragraph 30 of the Complaint is denied.
- 31. Paragraph 31 of the Complaint is denied.

**COUNT II – CIVIL LIABILITY UNDER VA. CODE §13.1-522**

- 32. Xu incorporates his responses to Paragraphs 1-31 herein by reference.
- 33. Paragraph 33 of the Complaint is denied.
- 34. Paragraph 34 of the Complaint is denied.
- 35. Paragraph 35 of the Complaint is denied.
- 36. Paragraph 36 of the Complaint is denied.

**COUNT III – CONVERSION**

- 37. Xu incorporates his responses to Paragraphs 1-36 herein by reference.
- 38. Xu lacks sufficient information to admit or deny Paragraph 38 of the Complaint, therefore, it is denied.

- 39. Paragraph 39 of the Complaint is denied.
- 40. Paragraph 40 of the Complaint is denied.

**COUNT IV – FRAUD IN THE INDUCEMENT**

- 41. Xu incorporates his responses to Paragraphs 1-27 herein by reference.
- 42. Paragraph 42 of the Complaint is denied.
- 43. Paragraph 43 of the Complaint is denied.
- 44. Paragraph 44 of the Complaint is denied.

45. Paragraph 45 of the Complaint is denied.

**COUNT V – BREACH OF CONTRACT**

46. Xu incorporates his responses to Paragraphs 1-27 herein by reference.

47. Paragraph 47 of the Complaint is denied.

48. Paragraph 48 of the Complaint is denied.

49. Paragraph 49 of the Complaint is denied.

50. Paragraph 50 of the Complaint is denied.

51. Paragraph 51 of the Complaint is denied.

**COUNT VI – UNJUST ENRICHMENT**

52. Xu incorporates his responses to Paragraphs 1-27 herein by reference.

53. Paragraph 53 of the Complaint is denied.

54. Paragraph 54 of the Complaint is denied.

55. Paragraph 55 of the Complaint is denied.

56. Paragraph 56 of the Complaint is denied.

57. Paragraph 57 of the Complaint is denied.

**FIRST AFFIRMATIVE DEFENSE**

The Complaint fails to state a claim on which relief can be granted.

**SECOND AFFIRMATIVE DEFENSE**

The Plaintiff lacks standing to bring these claims.

**THIRD AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred in whole or in part by the doctrine of unclean hands.

**FOURTH AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred in whole or in part by the doctrine of estoppel.

**FIFTH AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred in whole or in part by Plaintiff's first breach of contract.

**SIXTH AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred in whole or in part by proper specificity.

**SEVENTH AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred in whole or in part by the doctrine of set off.

**EIGHTH AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred in whole or part by a failure of a condition precedent,  
Plaintiff's bad faith, and Plaintiff's unclean hands.

Respectfully submitted,  
JEFF Z. XU  
By counsel

ALLRED, BACON, HALPHILL, & YOUNG, P.C.

By: \_\_\_\_\_

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Counsel for Defendants

**CERTIFICATE OF SERVICE**

I hereby certify that on this 16<sup>th</sup> day of April, 2020, I caused the foregoing to be  
served via the Court's CM/ECF system on all counsel of record in this case.

/s/ James T. Bacon